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ATTORNEY DOCKET NO. AND01 048

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re the Patent Application of Peter Nicholson

Serial No.: 10/783,434

Art Unit: 3662

Filed: February 20, 2004

Issued: Unassigned

Title: ASSISTED GLOBAL POSITIONING SYSTEM LOCATION  
DETERMINATION

**TRANSMITTAL**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Sir:

Transmitted herewith is a Power of Attorney to Prosecute Applications Before the USPTO, a Statement Under 37 CFR 3.73(b), and a copy of an Assignment for the above-identified Application.

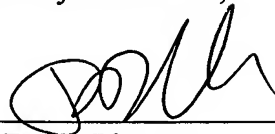
If a Petition for an Extension of Time is necessary for the paper transmitted herewith to be timely filed, this transmittal is to be considered as a petition to extend the response period by the amount of time needed for the paper to be timely filed.

The Commissioner is hereby authorized to charge payment of any additional fees associated with this communication or credit any overpayment to Deposit Account No. 04-1679.

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A duplicate of this sheet is enclosed.

Respectfully submitted,



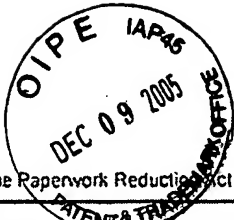
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Dated: December 9, 2005

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**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

39290

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:



The address associated with Customer Number:

OR

<input checked="" type="checkbox"/> Firm or Individual Name	Patrick D. McPherson		
Address	1667 K Street, N.W., Suite 700		
City	Washington	State	D.C.
Country	U.S.A.		
Telephone	202-776-7800	Email	pdmcpherson@duanemorris.com

Assignee Name and Address:

Andrew Corporation  
10500 West 153rd Street  
Orland Park, IL 60462

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

**SIGNATURE of Assignee of Record**

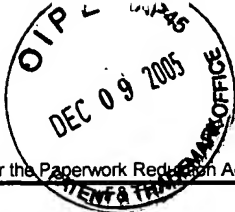
The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	9/19/05
Name	Terry Garner	Telephone	
Title	Group President, Network Solutions		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: ANDREW CORPORATION

Application No./Patent No.: 10/783,434 Filed/Issue Date: Filing Date: February 20, 2004

Entitled: ASSISTED GLOBAL POSITIONING SYSTEM LOCATION DETERMINATION

Andrew Corporation, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Peter Nicholson To: Nortel Networks Limited

The document was recorded in the United States Patent and Trademark Office at  
Reel 015426, Frame 0699, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Patrick D. McPherson Reg. No. 46,255

Printed or Typed Name

Attorney

Title

12-10-05

Date

202-776-7800

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**ASSIGNMENT OF PATENT AGREEMENT**

This Assignment of Patent Agreement is made from Nortel Networks Limited, a corporation duly incorporated under the laws of Canada, having its executive offices at 8200 Dixie Road, Suite 100, Brampton, Ontario L6T 5P6 Canada, ("Assigning Party") to ANDREW CORPORATION, a corporation duly incorporated under the laws of Delaware having its executive offices at 10500 W. 153rd St., Orland Park, Illinois 60462, on its behalf and on behalf of its Affiliates (hereinafter ("Assignee"). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Contribution Agreement.

WHEREAS, Assigning Party and the Assignee have entered into an Asset Purchase Agreement dated as of August 29, 2005 (the "Purchase Agreement"), for the sale by the Assigning Party to the Assignee of certain assets and an assumption by the Assignee of certain liabilities of the Assigning Party; and

WHEREAS, in connection with the Contribution Agreement, the Assigning Party desires to assign to the Assignee, and the Assignee desires to acquire, all of the Assigning Party's right, title and interest (except for license rights retained by Assigning Party as set forth in the Intellectual Property License Agreement) in and to the patents, pending patent applications and invention disclosure submissions, and the inventions described and (as applicable) claimed therein, set forth in Schedule A hereto (collectively, the "Patent Assets"); and

WHEREAS, Assigning Party and the Assignee have entered into an Intellectual Property License Agreement dated as of August 29, 2005, wherein the Assigning Party retains certain rights in the Patent Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assigning Party and Assignee are entering into this Assignment of Patent Agreement ("Assignment of Patent Agreement") and hereby agree as follows:

1. Assignment of Patents. Except for certain rights retained pursuant to the Intellectual Property License Agreement, the Assigning Party hereby sells, assigns, sets over and transfers to the Assignee all of the Assigning Party's right, title and interest in and to the said Patent, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any re-issue, re-examination or extension of said Patent, and in and to any and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications or patents or the issuance of patents in all countries in respect of the said Patent; the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representative, to the full end of the term or terms for which said letters patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assigning Party had this assignment, sale and transfer not been made. The Assigning Party hereby authorizes and requests the Commissioner of Patents of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, any and all Letters patent for the said patents, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment of Patent Agreement.
2. Further Assurances. At Assignee's expense, and upon Assignee's written request, the Assigning Party agrees to perform all further acts and execute and deliver all further

documents and/or instruments which may be reasonably necessary to carry out the provisions of this Assignment, including without limitation, cooperating fully with Assignee to perfect the transfer of the Patent hereunder, and, if appropriate, to assure that the patents are properly recorded at any appropriate administrative agency, including but not limited to, the United States Patent and Trademark Office.

3. Governing Law. This Assignment of Patent Agreement shall be governed by and enforced in accordance with the laws of the State of New York and the laws of the United States of America applicable therein.
4. Successors and Assigns. This Assignment of Patent Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assigning Party and the Assignee have caused this Assignment of Patent Agreement to be executed by their authorized officers on this day of August 29, 2005.

ASSIGNOR:

NORTEL NETWORKS LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

ANDREW CORPORATION

By: 

Name: MARTY KITTRELL

Title: CHIEF FINANCIAL OFFICER

IN WITNESS WHEREOF, the Assigning Party and the Assignee have caused this Assignment of Patent Agreement to be executed by their authorized officers on this day of August 29, 2005.

ASSIGNOR:

NORTEL NETWORKS LIMITED

By: Arno Nadelny  
Name: ARNO NADELNY  
Title: ATTORNEY-IN-FACT

ASSIGNEE:

ANDREW CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_